

# AQUA4D US LLC - Sales Terms and Conditions

(Version updated 01.06.2020)

## 1. General Information

### 1.1. **Scope of the Sales Terms and Conditions**

All orders placed to the seller as well as all contractual relations between the seller and the buyer are governed by these Sales Terms and Conditions, which shall apply to the exclusion of all other conditions.

By placing an order with the seller, the buyer acknowledges having read, understood and accepted, without any reservation, these Sales Terms and Conditions.

The seller reserves the right to modify these Sales Terms and Conditions at any time by publishing a new version on its website. Any orders signed by the buyer after adaptation of the new Sales Terms and Conditions is governed by the new Sales Terms and Conditions.

### 1.2. **Offers and Orders**

The prices and information given on all the seller's documents, including the offers, are given as a reference. They do not constitute a commitment from the seller and are subject to variation or modification. The devices described therein may be modified or improved without notice.

An order is accepted by the seller only after receipt of the offer that has been duly signed by the buyer and/or his/her authorized representatives and specifies the price and delivery/payment terms. After this, the order is confirmed.

The buyer can no longer cancel or modify an order without the seller's prior written consent. The seller reserves the right to charge the buyer all costs that may arise from any cancellation or modification.

### 1.3. **Installation**

The operation of the Aqua4D® system is guaranteed only if the installation and use instructions provided by the seller are complied.

The technical documents provided by the seller describing the installation and use instructions are:

- User manuals
- Control Units installation instructions
- Treatment Units installation instructions
- Warning notes

These technical documents are supplied in each package by the seller. It is the responsibility of the buyer to check the availability of the technical documents in the package upon delivery.

The operation of the Aqua4D® system is guaranteed only if the installation and use instructions of devices and equipment provided by third-parties companies that are set up on the water network or are in contact with the water treated by the Aqua4D® system (piping, sanitation and other home appliances, pumps, filters, etc.) are complied.

### 1.4. **Commissioning**

Unless otherwise stipulated in the offer, the prices shall cover only the supply of the equipment and shall not include any intervention at the place of installation such as assembly, commissioning or any other connections.

In the event that the buyer wishes to have the assembly personnel assisted by one of the seller's engineers or technicians, this request must be in writing and the inherent costs will be invoiced.

## 2. Price and Delivery Time

### 2.1. **Price**

The seller's price, unless otherwise indicated, are EXW Clovis factory. Any US taxes or other charges shall be borne by the buyer.

### 2.2. **Shipping and Transport**

Special packaging, insurance, etc. are the buyer's responsibility.

Delivery shall be conducted either by handing over the goods to the buyer or by delivering them to a carrier authorized by the buyer in the premises or warehouses of the seller.

The transport is carried out at the risk and peril of the addressee who must, before accepting the delivery of the goods, ensure that there is no losses or damage. If necessary, the addressee must immediately make reservations in writing on the shipping document or delivery note, and must do so in the presence of the carrier. In case of non-apparent damage or partial loss, a registered letter shall be sent back to the carrier within 7 days for land transport, 14 days for air transport, and 3 days for sea transport.

### 2.3. **Delivery Times**

The delivery time is only indicative. Delays which may occur in the course of manufacture can in no case justify the cancellation of the order, the application of penalties, or the payment of compensation.

Any modification of an order communicated by the buyer and accepted by the seller entails a suspension of the order. The consecutive additional delivery period cannot be attributed to the seller.

### 2.4. **Final receipt of the goods**

Without prejudice to the provisions to be taken by the buyer regarding the carrier, the buyer's claims relating to the quantity or nature of the goods must be made by registered letter that is immediately sent to the seller upon receipt of the goods.

## 3. Payment Terms

The seller's invoice must be paid by bank transfer to the account mentioned on the invoice and according to the indicated payment terms. No retention of warranty can be made on the seller's invoice. The payment is due net by the indicated deadline. If no deadline is indicated, it is due within 30 days from the date of the invoice.

The seller reserves the possibility to invoice at the time of each delivery, even partially, and according to the actual value of this delivery.

In default of payment, any arrears become automatically due with an interest rate of 8%, and the seller reserves the right to suspend orders in progress and claim damages. In the case of payment in installments, default in payment of a single installment on the due date shall automatically and without notice require immediate payment of any and all sums due.

If the buyer has payment arrears or if the seller has reason to fear that the buyer will not complete his/her payments in full or on time, the seller is authorized to make the delivery of goods subject to an advance payment or a guarantee of supply.

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## 4. Warranty

### 4.1. Duration

The products are guaranteed against any defect in materials or workmanship for the duration of 2 years.

The warranty period begins from the date of installation of the equipment at the user customer and at the latest 3 months after the date of EXW Clovis factory shipment.

### 4.2. Terms

The warranty covers defects in materials or workmanship. It is limited to the replacement of the defective part after it has been checked by the seller's after-sales service and shall not result in any claims for damages. The cost of transporting the goods to the seller's premises is the buyer's responsibility.

The warranty does not apply:

- If, prior to installation, the equipment was not stored with the necessary precautions to protect it,
- If the seller's installation and commissioning instructions were not followed,
- If the installation is non-compliant (incomplete or defective, incorrect mounting of the circuits),
- If the voltage of the supply and the device are incompatible,
- If the equipment is not used for the normal use specified in the seller's technical documents (for example: too high temperatures, water loaded with foreign matter, mechanical stresses of the pipes on the tube...)
- If the equipment has suffered a deterioration or an accident resulting from negligence, or lack of supervision and maintenance,
- If the equipment has undergone modification or intervention by anyone that was not authorized by the seller,
- If the incident results from atmospheric or electrical external causes such as lightning, over or under voltage, ground fault, etc.

### 4.3. Return of defective goods

Defective merchandise can only be returned to the seller, at the buyer's expense, upon prior written notice from the buyer. Any return of goods shall be subject to qualitative and quantitative verification. After making his/her observations, the seller shall decide on the grievances of the buyer.

## 5. Limitation of Liability

Any liability other than the applicable warranty conditions mentioned in Article 4 is excluded. In particular, the seller shall not be held liable for direct, indirect, immediate, or consequential damages resulting from delayed delivery, use of equipment supplied by the seller, or any actions or omissions of the seller or auxiliary of the seller, whether under a contract or outside of any contract.

If the buyer is late in removing the goods, the seller can apply a surcharge for additional expenses (storage costs, handling charges, etc.). Goods are left at the seller's location at the buyer's own risk.

## 6. Retention of Property Clause

The material remains the seller's property until full payment of the invoice.

## 7. Safeguards Clause

If one or more provisions of these Sales Terms and Conditions are void in whole or in part, the validity of the remaining provisions remains unchanged.

## 8. Applicable law

US law is applicable to these Sales Terms and Conditions as well as to the services and goods supplied by the seller.

The courts of Fresno in California are designated to settle any dispute or litigation, but the seller reserves the right to take legal action against the buyer before the competent court where the buyer's registered office is located.